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12 Attorneys for Defendant
13 MORTGAGE ELECTRONIC REGISTRATION
14 SYSTEMS, INC.

15
16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA

18 DEBORAH TAMBURRI,

19 Plaintiff,

20 v.

21 SUNTRUST MORTGAGE, INC.; WELLS
22 FARGO BANK, N.A.; U.S. BANK NATIONAL
23 ASSOCIATION; MORTGAGE ELECTRONIC
24 REGISTRATION SYSTEMS, INC. and
25 RECONTRUST COMPANY, N.A., and DOES
26 1-20

27 Defendants.

Case No. 3:11-CV-02899-EMC

Hon. Judge Edward M. Chen

**OBJECTIONS TO PLAINTIFF'S NOTICE
OF TAKING DEPOSITION WITH
PRODUCTION OF DOCUMENTS OF
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.**

Complaint filed: April 13, 2011
FAC filed: June 10, 2011
SAC filed: May 30, 2012
TAC filed: January 8, 2013
Trial date: August 26, 2013

Responding Party's pretrial discovery, investigations, and analysis are ongoing, and Responding Party expects to learn of additional facts, persons, information, and documents. Responding Party anticipates that further discovery, independent investigation, legal research, and analysis will uncover additional facts, add meaning to known facts, and establish entirely new factual conclusions, all of which may lead to substantial additions, changes, and variations to the responses set forth herein. Responding Party reserves the right to introduce later discovered or additional evidence at trial, whether or not this reservation is separately stated for each request.

In setting forth its responses, Responding Party does not waive the attorney work-product privilege, attorney-client privilege, or any other privilege or immunity from disclosure, which may attach to information called for in, or response to, any request. Responding Party does not concede the relevance or materiality of the requests, or the subject matter to which the requests refer.

These responses are submitted by Responding Party subject to, and without, in any way waiving or intending to waive, but on the contrary, intending to reserve and reserving objections and privileges:

Responding Party objects to the notice of taking deposition and the request for production of documents of Mortgage Electronic Registration Systems, Inc. (**MERS**) contained within because Plaintiff's counsel failed to consult with MERS' counsel about the Federal Rules of Civil Procedure 30(b)(6) topics. Responding Party objects that the Deposition Notice is burdensome, oppressive, and harassing because it seeks to require MERS to produce a witness capable of authenticating hundreds of documents while sitting for a deposition. With regard to each category of documents requested, Plaintiff demands that MERS not only produce responsive documents, but also an individual who can testify on MERS' behalf regarding "communication" between all other defendants, their respective roles, if any, during a time frame of 2006 to present. Given the overbreadth of Plaintiff's 44 requests and the 54 topics, this request is unduly burdensome.

Responding Party objects to Plaintiff's definition of "YOU," "YOUR" and "MERS" within

1 the notice of deposition wherein these "refer to Defendant MORTGAGE ELECTRONIC
2 REGISTRATION SYSTEMS, INC. in the above-entitled action, and any third party representative,
3 or agent, including MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'s counsel,
4 acting upon his/her/its behalf and/or any third party whose he/she/it is acting upon" on the grounds
5 that it invades attorney-client and/or work product privilege.

6 Responding Party objects to Plaintiff's references to and definition of "U.S. BANCORP"
7 within the notice of deposition wherein it "means and refers to defendant U.S. Bancorp" on the
8 ground that no such defendant is party to this action. Responding Party further objects to the
9 reference of "U.S. BANCORP" or "U.S. BANK" in the notice of deposition on the ground that U.S.
10 Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust is the properly
11 named defendant.

12 Responding Party further objects to the document requests to the extent they are continuing,
13 or to the extent they require Responding Party, without any additional notice from the Plaintiff, to
14 supplement Responding Party's responses at any time in the future. Responding Party has conducted
15 a diligent search and reasonable inquiry in order to locate and obtain information that is responsive
16 to these requests. Responding Party responds to these requests without prejudice to Responding
17 Party's rights to supplement these responses upon discovery of additional information.

18 In responding to the requests at this time, Responding Party does not concede the relevance
19 or materiality of any request or the subject matter to which it refers. Each and every response by
20 Responding Party is subject to, and does not waive: (1) all objections as to relevance, competency,
21 confidentiality, materiality, privilege, or admissibility of evidence or for any other purpose, of any of
22 the answers given, or the subject matter hereof, in any subsequent proceeding, including the trial of
23 this action or any other action; and (2) the right to object to any discovery proceedings involving or
24 relating to the subject matter of the requests, whether or not such objections are separately stated for
25 each request.

26 Responding Party objects to the requests to the extent they may be construed to call for
27 information or documents protected from discovery under the attorney-client, work product, or any

1 other applicable privilege, whether or not these objections are separately stated for each request. In
2 particular, and without limitation, Responding Party will not furnish any information constituting or
3 reflecting mental impressions, conclusions, opinions, legal theories, or other work product of their
4 counsel or their consultants.

5 Responding Party further objects to the requests on the grounds that they are burdensome,
6 oppressive, erroneous, vague, ambiguous and overly broad, or they request confidential proprietary
7 information, whether or not these objections are separately stated for each and every such request.
8 Without limiting the generality of the foregoing, Responding Party objects to the requests to the
9 extent they request information about matters and contentions relating to individuals or entities who
10 are not parties to this action. Responding Party also objects to each and every request, whether such
11 objection is separately set forth, to the extent it requires Responding Party to prepare summaries or
12 compilations of information already made available to Plaintiff.

13 Responding Party also objects to each and every request to the extent it seeks or relates to
14 documents presumptively within the control of Plaintiff, and are therefore more readily accessible to
15 Plaintiff than to Responding Party, as well as to the extent it seeks information already within the
16 possession of the Plaintiff or equally available to the Plaintiff, whether or not this objection is
17 separately stated for each request.

18 Responding Party further objects to the requests, whether or not such objection is separately
19 set forth, to the extent they require Responding Party to disclose information that is the subject of
20 expert opinion on the ground that such opinions at this time are exempted from discovery under the
21 attorney-client privilege and work product doctrine.

22 Responding Party incorporates its General Objections with regard to each topic as though
23 fully set forth therein.

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25 //

26 //

27 //

SPECIFIC OBJECTIONS**TOPICS FOR EXAMINATION**

1. The ASSIGNMENT.

RESPONSE:

Responding Party objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

2. YOUR role in the STARM TRUST.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets. Responding Party objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because

"plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

3. YOUR role in the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets.

4. YOUR role in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets.

5. YOUR policies and procedures for initiating non-judicial foreclosures for California mortgage loans that go into default that are part of the STARM TRUST.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets.

6. YOUR policies and procedures for initiating non-judicial foreclosures for California mortgage loans that go into default.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic

1 as calling for information that constitutes confidential trade secrets.

- 2 7. The policies and procedures that YOU have in place to help California borrowers in default
3 avoid foreclosure.

4 **RESPONSE:**

5 Responding Party objects to this topic as addressing matters protected by attorney-
6 client privilege and/or work product doctrine. Responding Party further objects to this topic
7 as calling for information that constitutes confidential trade secrets.

- 8 8. Any communications that YOU have had with WELLS FARGO regarding the LOAN.

9 **RESPONSE:**

10 Responding Party objects to this topic as addressing matters protected by attorney-
11 client privilege and/or work product doctrine. Responding Party further objects to this topic
12 as calling for information that constitutes confidential trade secrets.

- 13 9. Any communications that YOU have had with WELLS FARGO regarding the SECOND
14 FORECLOSURE.

15 **RESPONSE:**

16 Responding Party objects to this topic as addressing matters protected by attorney-
17 client privilege and/or work product doctrine. Responding Party further objects to this topic
18 as calling for information that constitutes confidential trade secrets.

- 19 10. Any communications that YOU have had with WELLS FARGO regarding the FIRST
20 FORECLOSURE.

21 **RESPONSE:**

22 Responding Party objects to this topic as addressing matters protected by attorney-
23 client privilege and/or work product doctrine. Responding Party further objects to this topic
24 as calling for information that constitutes confidential trade secrets.

- 25 11. Any communications that YOU have had with WELLS FARGO regarding the SECOND
26 NOTICE OF RESCISSION.

27 **RESPONSE:**

1 Responding Party objects to this topic as addressing matters protected by attorney-
2 client privilege and/or work product doctrine. Responding Party further objects to this topic
3 as calling for information that constitutes confidential trade secrets.

4 12. Any communications that YOU have had with WELLS FARGO regarding the FIRST
5 NOTICE OF RESCISSION.

6 **RESPONSE:**

7 Responding Party objects to this topic as addressing matters protected by attorney-
8 client privilege and/or work product doctrine. Responding Party further objects to this topic
9 as calling for information that constitutes confidential trade secrets.

10 13. Any communications that YOU have had with U.S. BANK regarding the LOAN.

11 **RESPONSE:**

12 Responding Party objects to the reference of "U.S. BANK" in this topic on the ground
13 that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust
14 is the properly named defendant. Responding Party objects to this topic as addressing matters
15 protected by attorney-client privilege and/or work product doctrine. Responding Party further
16 objects to this topic as calling for information that constitutes confidential trade secrets.

17 14. Any communications that YOU have had with U.S. BANK regarding the SECOND
18 FORECLOSURE.

19 **RESPONSE:**

20 Responding Party objects to the reference of "U.S. BANK" in this topic on the ground
21 that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust
22 is the properly named defendant. Responding Party objects to this topic as addressing matters
23 protected by attorney-client privilege and/or work product doctrine. Responding Party further
24 objects to this topic as calling for information that constitutes confidential trade secrets.

25 15. Any communications that YOU have had with U.S. BANK regarding the FIRST
26 FORECLOSURE.

27 **RESPONSE:**

1 Responding Party objects to the reference of "U.S. BANK" in this topic on the ground
2 that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust
3 is the properly named defendant. Responding Party objects to this topic as addressing matters
4 protected by attorney-client privilege and/or work product doctrine. Responding Party further
5 objects to this topic as calling for information that constitutes confidential trade secrets.

6 16. Any communication that YOU have had with U.S. BANK regarding the SECOND NOTICE
7 OF RESCISSION.

8 **RESPONSE:**

9 Responding Party objects to the reference of "U.S. BANK" in this topic on the ground
10 that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust
11 is the properly named defendant. Responding Party objects to this topic as addressing matters
12 protected by attorney-client privilege and/or work product doctrine. Responding Party further
13 objects to this topic as calling for information that constitutes confidential trade secrets.

14 17. Any communications that YOU have had with U.S. BANK regarding the FIRST NOTICE
15 OF RESCISSION.

16 **RESPONSE:**

17 Responding Party objects to the reference of "U.S. BANK" in this topic on the ground
18 that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust
19 is the properly named defendant. Responding Party objects to this topic as addressing matters
20 protected by attorney-client privilege and/or work product doctrine. Responding Party further
21 objects to this topic as calling for information that constitutes confidential trade secrets.

22 18. Any communications that YOU have had with WELLS FARGO regarding this ACTION.

23 **RESPONSE:**

24 Responding Party objects to this topic as addressing matters protected by attorney-
25 client privilege and/or work product doctrine. Responding Party further objects to this topic
26 as calling for information that constitutes confidential trade secrets

27 19. Any communications that YOU sent to the Plaintiff regarding the SECOND

1 FORECLOSURE.

2 **RESPONSE:**

3 Responding Party incorporates its general objections as if reinstated in full herein.

4 20. Any communications that YOU sent to the Plaintiff regarding the FIRST FORECLOSURE.

5 **RESPONSE:**

6 Responding Party incorporates its general objections as if reinstated in full herein.

7 21. Any communications that YOU have had with any other defendant regarding the SECOND
8 FORECLOSURE.

9 **RESPONSE:**

10 Responding Party objects to this topic as addressing matters protected by attorney-
11 client privilege and/or work product doctrine. Responding Party further objects to this topic
12 as calling for information that constitutes confidential trade secrets.

13 22. Any communications that YOU have had with any other defendant regarding the FIRST
14 FORECLOSURE.

15 **RESPONSE:**

16 Responding Party objects to this topic as addressing matters protected by attorney-
17 client privilege and/or work product doctrine. Responding Party further objects to this topic
18 as calling for information that constitutes confidential trade secrets.

19 23. Any COMMUNICATIONS you have had with RECONTRUST regarding the SECOND
20 FORECLOSURE.

21 **RESPONSE:**

22 Responding Party objects to this topic as addressing matters protected by attorney-
23 client privilege and/or work product doctrine. Responding Party further objects to this topic
24 as calling for information that constitutes confidential trade secrets.

25 24. Any COMMUNICATIONS you have had with RECONTRUST regarding the FIRST
26 FORECLOSURE.

27 **RESPONSE:**

1 Responding Party objects to this topic as addressing matters protected by attorney-
2 client privilege and/or work product doctrine. Responding Party further objects to this topic
3 as calling for information that constitutes confidential trade secrets.

4 25. Any COMMUNICATIONS you have had with any other defendant regarding the SECOND
5 FORECLOSURE.

6 **RESPONSE:**

7 Responding Party objects to this topic as addressing matters protected by attorney-
8 client privilege and/or work product doctrine. Responding Party further objects to this topic
9 as calling for information that constitutes confidential trade secrets.

10 26. YOUR policies, procedures and practices responding to inquiries from California borrowers
11 asking for information regarding the identity of the entity that owns their loan.

12 **RESPONSE:**

13 Responding Party objects to this topic as addressing matters protected by attorney-
14 client privilege and/or work product doctrine. Responding Party further objects to this topic
15 as calling for information that constitutes confidential trade secrets.

16 27. The compensation that YOU receive when loans in the STARM TRUST go into default.

17 **RESPONSE:**

18 Responding Party objects to this topic as not reasonably calculated to lead to the
19 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
20 topic as addressing matters protected by attorney-client privilege and/or work product
21 doctrine. Responding Party further objects to this topic as calling for information that
22 constitutes confidential trade secrets.

23 28. YOUR authority, if any, to modify the LOAN.

24 **RESPONSE:**

25 Responding Party objects to this topic as not reasonably calculated to lead to the
26 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
27 topic as addressing matters protected by attorney-client privilege and/or work product
28

1 doctrine. Responding Party further objects to this topic as calling for information that
2 constitutes confidential trade secrets.

3 29. YOUR decision, if one was made, to not modify the LOAN.

4 **RESPONSE:**

5 Responding Party objects to this topic as not reasonably calculated to lead to the
6 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
7 topic as addressing matters protected by attorney-client privilege and/or work product
8 doctrine. Responding Party further objects to this topic as calling for information that
9 constitutes confidential trade secrets.

10 30. The compensation that YOU received for being the Master Servicer in the STARM TRUST
11 for the LOAN.

12 **RESPONSE:**

13 Responding Party objects to this topic as not reasonably calculated to lead to the
14 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
15 topic as addressing matters protected by attorney-client privilege and/or work product
16 doctrine. Responding Party further objects to this topic as calling for information that
17 constitutes confidential trade secrets. Responding Party further objects to this topic to the
18 extent that it seeks to elicit testimony regarding securitization of the Note on the ground that
19 securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of
20 the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home*
21 *Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22,
22 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012
23 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing
24 to challenge the process by which his mortgage was (or was not) securitized because he is not
25 a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012
26 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal.
27 App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or

1 deed of trust would be the original lender, not the plaintiff borrower).

2 31. YOUR current ownership interest in the LOAN.

3 **RESPONSE:**

4 Responding Party objects to this topic as addressing matters protected by attorney-
5 client privilege and/or work product doctrine.

6 32. Any and all assignments of the LOAN.

7 **RESPONSE:**

8 Responding Party objects to this topic to the extent that it seeks to elicit testimony
9 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
10 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
11 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
12 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
13 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
14 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
15 which his mortgage was (or was not) securitized because he is not a party to the PSA");
16 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
17 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
18 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
19 the original lender, not the plaintiff borrower).

20 33. YOUR COMMUNICATIONS with any of the defendants regarding the CORRECTIVE
21 ASSIGNMENT.

22 **RESPONSE:**

23 Responding Party objects to this topic as addressing matters protected by attorney-
24 client privilege and/or work product doctrine. Responding Party further objects to this topic
25 as calling for information that constitutes confidential trade secrets. Responding Party objects
26 to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note
27 on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to

challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

34. YOUR decision, if one was made by you, to record the CORRECTIVE ASSIGNMENT.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets. Responding Party objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

1 35. YOUR decision, if one was made by you, to record the SECOND NOTICE OF
2 RESCISSION.

3 **RESPONSE:**

4 Responding Party objects to this topic as addressing matters protected by attorney-
5 client privilege and/or work product doctrine. Responding Party further objects to this topic
6 as calling for information that constitutes confidential trade secrets.

7 36. Any and all COMMUNICATIONS that you have had with any of the defendants regarding
8 the SECOND NOTICE OF RESCISSION.

9 **RESPONSE:**

10 Responding Party objects to this topic as addressing matters protected by attorney-
11 client privilege and/or work product doctrine. Responding Party further objects to this topic
12 as calling for information that constitutes confidential trade secrets.

13 37. Any and all COMMUNICATIONS that you have had with any of the defendants regarding
14 the FIRST NOTICE OF RESCISSION.

15 **RESPONSE:**

16 Responding Party objects to this topic as addressing matters protected by attorney-
17 client privilege and/or work product doctrine. Responding Party further objects to this topic
18 as calling for information that constitutes confidential trade secrets.

19 38. Any and all COMMUNICATIONS that you have had with UBS Real Estate Securities, Inc.
20 regarding the LOAN.

21 **RESPONSE:**

22 Responding Party objects to this topic as addressing matters protected by attorney-
23 client privilege and/or work product doctrine. Responding Party further objects to this topic
24 as calling for information that constitutes confidential trade secrets.

25 39. Any and all COMMUNICATIONS that you have had with UBS Real Estate Securities, Inc.
26 regarding the SECOND FORECLOSURE.

1 **RESPONSE:**

2 Responding Party objects to this topic as addressing matters protected by attorney-
3 client privilege and/or work product doctrine. Responding Party further objects to this topic
4 as calling for information that constitutes confidential trade secrets.

5 40. Any and all COMMUNICATIONS that you have had with UBS Real Estate Securities, Inc.
6 regarding the FIRST FORECLOSURE.

7 **RESPONSE:**

8 Responding Party objects to this topic as addressing matters protected by attorney-
9 client privilege and/or work product doctrine. Responding Party further objects to this topic
10 as calling for information that constitutes confidential trade secrets.

11 41. Any and all COMMUNICATIONS that you have had with Trustee Corps regarding the
12 FIRST FORECLOSURE.

13 **RESPONSE:**

14 Responding Party objects to this topic as addressing matters protected by attorney-
15 client privilege and/or work product doctrine. Responding Party further objects to this topic
16 as calling for information that constitutes confidential trade secrets.

17 42. Any and all COMMUNICATIONS that you have had with Trustee Corps regarding the
18 SECOND FORECLOSURE.

19 **RESPONSE:**

20 Responding Party objects to this topic as addressing matters protected by attorney-
21 client privilege and/or work product doctrine. Responding Party further objects to this topic
22 as calling for information that constitutes confidential trade secrets.

23 43. YOUR policies, practices and procedures, if any, for ensuring that YOUR employees review
24 competent evidence before signing assignments of notes and deeds of trust for mortgage
25 loans in California.

26 **RESPONSE:**

27 Responding Party objects to this topic as addressing matters protected by attorney-
28

1 client privilege and/or work product doctrine. Responding Party further objects to this topic
2 as calling for information that constitutes confidential trade secrets.

3 44. UBS Real Estate Securities, Inc.'s role, if any, in the STARM Trust.

4 **RESPONSE:**

5 Responding Party objects to this topic to the extent that it seeks to elicit testimony
6 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
7 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
8 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
9 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
10 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
11 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
12 which his mortgage was (or was not) securitized because he is not a party to the PSA");
13 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
14 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
15 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
16 the original lender, not the plaintiff borrower).

17 45. UBS Real Estate Securities, Inc.'s role, if any, in the FIRST FORECLOSURE.

18 **RESPONSE:**

19 Responding Party objects to this topic to the extent that it seeks to elicit testimony
20 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
21 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
22 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
23 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
24 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
25 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
26 which his mortgage was (or was not) securitized because he is not a party to the PSA");
27 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.

1 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
2 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
3 the original lender, not the plaintiff borrower).

4 46. UBS Real Estate Securities, Inc.'s role, if any, in the SECOND FORECLOSURE.

5 **RESPONSE:**

6 Responding Party objects to this topic to the extent that it seeks to elicit testimony
7 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
8 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
9 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
10 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
11 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
12 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
13 which his mortgage was (or was not) securitized because he is not a party to the PSA");
14 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
15 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
16 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
17 the original lender, not the plaintiff borrower).

18 47. YOUR role, if any, in the FIRST FORECLOSURE.

19 **RESPONSE:**

20 Responding Party objects to this topic as addressing matters protected by attorney-
21 client privilege and/or work product doctrine. Responding Party further objects to this topic
22 as calling for information that constitutes confidential trade secrets. Responding Party
23 further objects to this topic to the extent that it seeks to elicit testimony regarding
24 securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff
25 has no standing to challenge the validity of the securitization of the loan as he is not an
26 investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx),
27 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale*

1 Lender, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various
2 claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage
3 was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of*
4 *America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24,
5 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true
6 victim" of a supposedly improper assignment of a note or deed of trust would be the original
7 lender, not the plaintiff borrower).

8 48. YOUR role, if any, in the SECOND FORECLOSURE.

9 **RESPONSE:**

10 Responding Party objects to this topic as addressing matters protected by attorney-
11 client privilege and/or work product doctrine. Responding Party further objects to this topic
12 as calling for information that constitutes confidential trade secrets. Responding Party
13 further objects to this topic to the extent that it seeks to elicit testimony regarding
14 securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff
15 has no standing to challenge the validity of the securitization of the loan as he is not an
16 investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx),
17 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale*
18 *Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various
19 claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage
20 was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of*
21 *America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24,
22 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true
23 victim" of a supposedly improper assignment of a note or deed of trust would be the original
24 lender, not the plaintiff borrower).

25 49. Suntrust's role, if any, in the FIRST FORECLOSURE.

26 **RESPONSE:**

27 Responding Party objects to this topic to the extent that it seeks to elicit testimony
28

1 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
2 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
3 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
4 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
5 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
6 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
7 which his mortgage was (or was not) securitized because he is not a party to the PSA");
8 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
9 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
10 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
11 the original lender, not the plaintiff borrower).

12 50. Suntrust's role, if any, in the SECOND FORECLOSURE.

13 **RESPONSE:**

14 Responding Party objects to this topic to the extent that it seeks to elicit testimony
15 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
16 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
17 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
18 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
19 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
20 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
21 which his mortgage was (or was not) securitized because he is not a party to the PSA");
22 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
23 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
24 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
25 the original lender, not the plaintiff borrower).

26 51. U.S. BANK's role, if any, in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to the reference of "U.S. BANK" in this topic on the ground that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust is the properly named defendant. Responding Party further objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

52. U.S. BANK's role, if any, in the SECOND FORECLOSURE.**RESPONSE:**

Responding Party objects to the reference of "U.S. BANK" in this topic on the ground that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust is the properly named defendant. Responding Party further objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not

a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

53. The authority of Tina Sevillano, if any, to sign assignments of Deeds of Trust and Substitutions of Trustees on YOUR behalf.

RESPONSE:

Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this topic as calling for information that constitutes confidential trade secrets. Responding Party objects to this topic to the extent that it seeks to elicit testimony regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

54. All DOCUMENTS and COMMUNICATIONS REFERRING TO the LOAN.

RESPONSE:

Responding Party objects to this topic as overly broad, harassing, and not stated with "reasonable particularity" as required by Fed. R. Civ. Proc. Responding Party objects to this topic as addressing matters protected by attorney-client privilege and/or work product

1 doctrine. Responding Party further objects to this topic as calling for information that
2 constitutes confidential trade secrets.

3 **DOCUMENTS TO BE PRODUCED AT THE DEPOSITION**

- 4 1. All DOCUMENTS and COMMUNICATIONS exchanged between YOU and Trustee Corps
5 REFERRING TO the LOAN.

6 **RESPONSE:**

7 Responding Party incorporates its general objections as if reinstated in full herein.
8 Responding Party objects to this request as addressing matters protected by attorney-client
9 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
10 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
11 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
12 on the Court's docket and the publicly available recorded documents. MERS also refers to
13 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 14 2. All DOCUMENTS and COMMUNICATIONS REFERRING TO THE ASSIGNMENT.

15 **RESPONSE:**

16 Responding Party objects to this request to the extent that it seeks information
17 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
18 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
19 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
20 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
21 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
22 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
23 which his mortgage was (or was not) securitized because he is not a party to the PSA");
24 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
25 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
26 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
27 the original lender, not the plaintiff borrower). Responding Party incorporates its general

1 objections as if reinstate in full herein. Responding Party objects to this topic as addressing
2 matters protected by attorney-client privilege and/or work product doctrine. Subject to and
3 without waiving its objections, MERS responds as follows: MERS refers to the documents
4 already provided Plaintiff in Defendants' Initial Disclosures and Supplemental Disclosures.
5 MERS also refers to the documents found on the Court's docket and the publicly available
6 recorded documents. MERS also refers to TAMBURRI_DEF000001-TAMBURRI-
7 DEF0001500.

- 8 3. All DOCUMENTS and COMMUNICATIONS REFERRING TO THE FIRST
9 FORECLOSURE.

10 **RESPONSE:**

11 Responding Party incorporates its general objections as if reinstate in full herein.
12 Responding Party objects to this request as addressing matters protected by attorney-client
13 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
14 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
15 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
16 on the Court's docket and the publicly available recorded documents. MERS also refers to
17 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 18 4. All DOCUMENTS and COMMUNICATIONS REFERRING TO THE SECOND
19 FORECLOSURE.

20 **RESPONSE:**

21 Responding Party incorporates its general objections as if reinstate in full herein.
22 Responding Party objects to this request as addressing matters protected by attorney-client
23 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
24 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
25 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
26 on the Court's docket and the publicly available recorded documents. MERS also refers to
27 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 1 5. All DOCUMENTS and COMMUNICATIONS exchanged between you and any other
2 defendant regarding the LOAN.

3 **RESPONSE:**

4 Responding Party incorporates its general objections as if reinstate in full herein.
5 Responding Party objects to this request as addressing matters protected by attorney-client
6 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
7 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
8 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
9 on the Court's docket and the publicly available recorded documents. MERS also refers to
10 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 11 6. All DOCUMENTS and COMMUNICATIONS exchanged between you and any person
12 REFERRING TO the LOAN.

13 **RESPONSE:**

14 Responding Party incorporates its general objections as if reinstate in full herein.
15 Responding Party objects to this request as addressing matters protected by attorney-client
16 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
17 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
18 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
19 on the Court's docket and the publicly available recorded documents. MERS also refers to
20 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 21 7. All DOCUMENTS and COMMUNICATIONS exchanged between you and any person
22 REFERRING TO the FIRST FORECLOSURE.

23 **RESPONSE:**

24 Responding Party incorporates its general objections as if reinstate in full herein.
25 Responding Party objects to this request as addressing matters protected by attorney-client
26 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
27 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'

1 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
2 on the Court's docket and the publicly available recorded documents. MERS also refers to
3 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 4 8. All DOCUMENTS and COMMUNICATIONS exchanged between you and any person
5 REFERRING TO the SECOND FORECLOSURE.

6 **RESPONSE:**

7 Responding Party incorporates its general objections as if reinstate in full herein.
8 Responding Party objects to this request as addressing matters protected by attorney-client
9 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
10 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
11 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
12 on the Court's docket and the publicly available recorded documents. MERS also refers to
13 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 14 9. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate
15 Securities, Inc. REFERRING TO the LOAN.

16 **RESPONSE:**

17 Responding Party incorporates its general objections as if reinstate in full herein.
18 Responding Party objects to this request as addressing matters protected by attorney-client
19 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
20 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
21 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
22 on the Court's docket and the publicly available recorded documents. MERS also refers to
23 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

- 24 10. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate
25 Securities, Inc. REFERRING TO the FIRST FORECLOSURE.

26 **RESPONSE:**

27 Responding Party incorporates its general objections as if reinstate in full herein.

1 Responding Party objects to this request as addressing matters protected by attorney-client
2 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
3 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
4 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
5 on the Court's docket and the publicly available recorded documents. MERS also refers to
6 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

7 11. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate
8 Securities, Inc. REFERRING TO the SECOND FORECLOSURE.

9 **RESPONSE:**

10 Responding Party incorporates its general objections as if reinstate in full herein.
11 Responding Party objects to this request as addressing matters protected by attorney-client
12 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
13 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
14 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
15 on the Court's docket and the publicly available recorded documents. MERS also refers to
16 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

17 12. All DOCUMENTS and COMMUNICATIONS that YOU have received from WELLS
18 FARGO REFERRING TO a possible modification of the LOAN.

19 **RESPONSE:**

20 Responding Party incorporates its general objections as if reinstate in full herein.
21 Responding Party objects to this request as addressing matters protected by attorney-client
22 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
23 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
24 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
25 on the Court's docket and the publicly available recorded documents. MERS also refers to
26 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

27 13. All DOCUMENTS and COMMUNICATIONS that YOU have received from any other
28

defendant REFERRING TO a possible modification of the LOAN.

RESPONSE:

Responding Party incorporates its general objections as if reinstate in full herein. Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Subject to and without waiving its objections, MERS responds as follows: MERS refers to the documents already provided Plaintiff in Defendants' Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found on the Court's docket and the publicly available recorded documents. MERS also refers to TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

14. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR policies and procedures for initiating non-judicial foreclosure for California mortgage loans that go into default that are part of the STARM TRUST.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

15. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR policies, procedures and practices responding to inquiries from California borrowers asking for information regarding the identity of the entity that owned your LOAN.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

16. All DOCUMENTS and COMMUNICATIONS REFERRING TO the compensation that you receive when loans in the STARM TRUST go into default.

RESPONSE:

Responding Party objects to this request as not reasonably calculated to lead to the

1 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
2 request as addressing matters protected by attorney-client privilege and/or work product
3 doctrine. Responding Party further objects to this request as calling for information that
4 constitutes confidential trade secrets.

5 17. All DOCUMENTS and COMMUNICATIONS REFERRING TO your authority, if any, to
6 modify the LOAN.

7
8 **RESPONSE:**

9 Responding Party objects to this request as not reasonably calculated to lead to the
10 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
11 request as addressing matters protected by attorney-client privilege and/or work product
12 doctrine. Responding Party further objects to this request as calling for information that
13 constitutes confidential trade secrets.

14 18. All DOCUMENTS and COMMUNICATIONS REFERRING TO your decision, if one was
15 made, to not modify the LOAN.

16 **RESPONSE:**

17 Responding Party objects to this request as not reasonably calculated to lead to the
18 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
19 request as addressing matters protected by attorney-client privilege and/or work product
20 doctrine. Responding Party further objects to this request as calling for information that
21 constitutes confidential trade secrets.

22 19. All DOCUMENTS and COMMUNICATIONS REFERRING TO the compensation that you
23 receive for being the Master Servicer in the STARM TRUST for the LOAN.

24 **RESPONSE:**

25 Responding Party objects to this request as not reasonably calculated to lead to the
26 discovery of admissible evidence and it is further irrelevant. Responding Party objects to this
27 request as addressing matters protected by attorney-client privilege and/or work product

1 doctrine. Responding Party further objects to this request as calling for information that
2 constitutes confidential trade secrets.

3 20. All DOCUMENTS and COMMUNICATIONS REFERRING TO your current ownership
4 interest in the LOAN.

5 **RESPONSE:**

6 Responding Party objects to this request to the extent that it seeks information
7 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
8 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
9 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
10 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
11 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
12 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
13 which his mortgage was (or was not) securitized because he is not a party to the PSA");
14 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
15 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
16 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
17 the original lender, not the plaintiff borrower).

18 21. All DOCUMENTS and COMMUNICATIONS REFERRING TO any and all assignments of
19 the LOAN.

20 **RESPONSE:**

21 Responding Party objects to this request to the extent that it seeks information
22 regarding securitization of the Note on the ground that securitization of the Note is irrelevant.
23 "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not
24 an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW
25 (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's*
26 *Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012)
27 (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by
28

1 which his mortgage was (or was not) securitized because he is not a party to the PSA");
2 *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D.
3 Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011)
4 (the "true victim" of a supposedly improper assignment of a note or deed of trust would be
5 the original lender, not the plaintiff borrower). Subject to and without waiving its objections,
6 MERS responds as follows: MERS refers to the documents already provided Plaintiff in
7 Defendants' Initial Disclosures and Supplemental Disclosures. MERS also refers to the
8 documents found on the Court's docket and the publicly available recorded documents.
9 MERS also refers to TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

10 22. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR
11 COMMUNICATIONS with any of the defendants regarding the CORRECTIVE
12 ASSIGNMENT.

13 **RESPONSE:**

14 Responding Party objects to this request as addressing matters protected by attorney-
15 client privilege and/or work product doctrine. Responding Party further objects to this
16 request as calling for information that constitutes confidential trade secrets. Responding Party
17 objects to this request to the extent that it seeks information regarding securitization of the
18 Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to
19 challenge the validity of the securitization of the loan as he is not an investor of the loan
20 trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063,
21 at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537
22 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because
23 "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not)
24 securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-
25 10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells*
26 *Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly
27 improper assignment of a note or deed of trust would be the original lender, not the plaintiff
28

1 borrower).

2 23. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR decision, if one
3 was made by you, to record the CORRECTIVE ASSIGNMENT.

4 **RESPONSE:**

5 Responding Party objects to this request as addressing matters protected by attorney-
6 client privilege and/or work product doctrine. Responding Party further objects to this
7 request as calling for information that constitutes confidential trade secrets. Responding Party
8 objects to this request to the extent that it seeks information regarding securitization of the
9 Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to
10 challenge the validity of the securitization of the loan as he is not an investor of the loan
11 trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063,
12 at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537
13 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because
14 "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not)
15 securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-
16 10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells*
17 *Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly
18 improper assignment of a note or deed of trust would be the original lender, not the plaintiff
19 borrower).

20 24. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR decision, if one
21 was made by you, to record the SECOND NOTICE OF RESCISSION.

22 **RESPONSE:**

23 Responding Party objects to this request as addressing matters protected by attorney-
24 client privilege and/or work product doctrine. Responding Party further objects to this
25 request as calling for information that constitutes confidential trade secrets.

26 25. All DOCUMENTS and COMMUNICATIONS that are relevant to this ACTION.

27 **RESPONSE:**

1 Responding Party objects to this request as overly broad, harassing, and not stated
2 with "reasonable particularity" as required by Fed. R. Civ. Proc. Responding Party
3 incorporates its general objections as if reinstate in full herein. Responding Party objects to
4 this request as addressing matters protected by attorney-client privilege and/or work product
5 doctrine.

6 26. All DOCUMENTS and COMMUNICATIONS that you plan on introducing into evidence at
7 trial in this ACTION.

8 **RESPONSE:**

9 Responding Party objects to this request as premature because discovery is ongoing.
10 Responding Party objects to this request as addressing matters protected by attorney-client
11 privilege and/or work product doctrine. Subject to and without waiving its objections, MERS
12 responds as follows: MERS refers to the documents already provided Plaintiff in Defendants'
13 Initial Disclosures and Supplemental Disclosures. MERS also refers to the documents found
14 on the Court's docket and the publicly available recorded documents. MERS also refers to
15 TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

16 27. All DOCUMENTS and COMMUNICATIONS that you plan on relying on at trial in this
17 ACTION.

18 **RESPONSE:**

19 Responding Party objects to this request as premature because discovery is ongoing.
20 Responding Party objects to this request as addressing matters protected by attorney-client
21 privilege and/or work product doctrine. Responding Party further objects to this request as
22 calling for information that constitutes confidential trade secrets. Subject to and without
23 waiving its objections, MERS responds as follows: MERS refers to the documents already
24 provided Plaintiff in Defendants' Initial Disclosures and Supplemental Disclosures. MERS
25 also refers to the documents found on the Court's docket and the publicly available recorded
26 documents. MERS also refers to TAMBURRI_DEF000001-TAMBURRI-DEF0001500.

27 28. All DOCUMENTS and COMMUNICATIONS exchanged between you and any of the
28

defendants regarding the SECOND NOTICE OF RESCISSION.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

29. All DOCUMENTS and COMMUNICATIONS exchanged between you and any of the defendants regarding the FIRST NOTICE OF RESCISSION.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

30. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate Securities, Inc. regarding the LOAN.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

31. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate Securities, Inc. regarding the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets.

32. All DOCUMENTS and COMMUNICATIONS exchanged between you and UBS Real Estate Securities, Inc. regarding the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-

1 client privilege and/or work product doctrine. Responding Party further objects to this
2 request as calling for information that constitutes confidential trade secrets

3 33. All DOCUMENTS and COMMUNICATIONS exchanged between you and Trustee Corps
4 regarding the FIRST FORECLOSURE.

5 **RESPONSE:**

6 Responding Party objects to this request as addressing matters protected by attorney-
7 client privilege and/or work product doctrine. Responding Party further objects to this
8 request as calling for information that constitutes confidential trade secrets.

9 34. All DOCUMENTS and COMMUNICATIONS exchanged between you and Trustee Corps
10 regarding the SECOND FORECLOSURE.

11 **RESPONSE:**

12 Responding Party objects to this request as addressing matters protected by attorney-
13 client privilege and/or work product doctrine. Responding Party further objects to this
14 request as calling for information that constitutes confidential trade secrets.

15 35. All DOCUMENTS and COMMUNICATIONS REFERRING TO YOUR policies, practices
16 and procedures, if any, for ensuring that YOUR employees review competent evidence
17 before signing assignment of notes and deeds of trust for mortgage loans in California.

18 **RESPONSE:**

19 Responding Party objects to this request as addressing matters protected by attorney-
20 client privilege and/or work product doctrine. Responding Party further objects to this
21 request as calling for information that constitutes confidential trade secrets. Responding Party
22 objects to this request to the extent that it seeks information regarding securitization of the
23 Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to
24 challenge the validity of the securitization of the loan as he is not an investor of the loan
25 trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063,
26 at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537
27 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because

"plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

36. All DOCUMENTS and COMMUNICATIONS REFERRING TO UBS Real Estate Securities, Inc.'s role, if any, in the STARM Trust.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

37. All DOCUMENTS and COMMUNICATIONS REFERRING TO UBS Real Estate Securities, Inc.'s role, if any, in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

38. All DOCUMENTS and COMMUNICATIONS REFERRING TO UBS Real Estate Securities, Inc.'s role, if any, in the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because

"plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

39. All DOCUMENTS and COMMUNICATIONS REFERRING TO your role, if any, in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

40. All DOCUMENTS and COMMUNICATIONS REFERRING TO your role, if any, in the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

41. All DOCUMENTS and COMMUNICATIONS REFERRING TO WELLS FARGO's role, if any, in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because

"plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

42. All DOCUMENTS and COMMUNICATIONS REFERRING TO WELLS FARGO's role, if any, in the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

43. All DOCUMENTS and COMMUNICATIONS REFERRING TO U.S. BANK's role, if any, in the FIRST FORECLOSURE.

RESPONSE:

Responding Party objects to the reference of "U.S. BANK" in this request on the ground that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust is the properly named defendant. Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant. "Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

44. All DOCUMENTS and COMMUNICATIONS REFERRING TO U.S. BANK's role, if any, in the SECOND FORECLOSURE.

RESPONSE:

Responding Party objects to the reference of "U.S. BANK" in this request on the ground that U.S. Bank National Association in its capacity as Trustee for the STARM 2007-2 Trust is the properly named defendant. Responding Party objects to this request as addressing matters protected by attorney-client privilege and/or work product doctrine. Responding Party further objects to this request as calling for information that constitutes confidential trade secrets. Responding Party objects to this request to the extent that it seeks information regarding securitization of the Note on the ground that securitization of the Note is irrelevant.

"Plaintiff has no standing to challenge the validity of the securitization of the loan as he is not an investor of the loan trust." *Bascos v. Fed. Home Loan Mortg. Corp.*, CV 11-3968-JFW (JCx), 2011 WL 3157063, at *6 (C.D. Cal. July 22, 2011). *See also Armeni v. America's Wholesale Lender*, CV 11-8537 CAS (ARGx), 2012 WL 603242 (C.D. Cal. 2012) (dismissing various claims because "plaintiff lack[ed] standing to challenge the process by which his mortgage was (or was not) securitized because he is not a party to the PSA"); *Junger v. Bank of America, N.A.*, CV 11-10419 CAS (VBKx), 2012 WL 603262 at *3 (C.D. Cal. Feb. 24, 2012); *Fontenot v. Wells Fargo Bank, N.A.*, 198 Cal. App. 4th 256, 272 (2011) (the "true victim" of a supposedly improper assignment of a note or deed of trust would be the original lender, not the plaintiff borrower).

Dated: January 25, 2013

Respectfully submitted,

AKERMAN SENTERFITT LLP

By: 

Bryan M. Leifer

Attorneys for Defendant
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 years and not a party to this action. My business address is 725 South Figueroa Street, 38th Floor, Los Angeles, California 90017.

On January 25, 2013, I served the following document(s) described as:

**OBJECTIONS TO PLAINTIFF'S NOTICE OF TAKING DEPOSITION WITH
PRODUCTION OF DOCUMENTS OF MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Nelson W. Goodell, Esq.
THE GOODELL LAW FIRM
5 Third Street, Suite 1100
San Francisco, California 94103
Telephone: (415) 495-3950
Facsimile: (415) 495-6900

*Attorney for Plaintiff,
DEBORAH TAMBURRI*

David S. Reidy, Esq.
John D. Pingel, Esq.
REED SMITH LLP
101 Second Street, Suite 1800
San Francisco, California 94105
Telephone: (415) 543-8700
Facsimile: (415) 391-8269

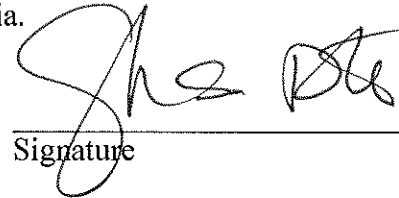
*Attorney for Defendant,
RECONTRUST COMPANY, N.A.*

- ☐ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))
- ☐ **BY FACSIMILE:** I caused said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (213) 627-6342. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.
- ☐ **BY ELECTRONIC SERVICE:** Complying with Code of Civil Procedure § 1010.6, I caused such document(s) to be electronically served on the party identified and no error was received when transmitted.

- 1 ☐ **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility
2 regularly maintained by the overnight service carrier, or delivered such document(s) to a
3 courier or driver authorized by the overnight service carrier to receive documents, in an
4 envelope or package designated by the overnight service carrier with delivery fees paid or
5 provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))
- 6 ☐ **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the office of
7 the addressee(s).
- 8 ☒ (State) I declare under penalty of perjury under the laws of the State of California that the
9 above is true and correct.
- 10 ☐ (Federal) I declare that I am employed in the office of a member of the Bar of this Court at
11 whose direction the service was made. I declare under penalty of perjury under
12 the laws of the United States of America that the above is true and correct.

13 Executed on January 25, 2013, at Los Angeles, California.

14 Evelyn S. Duarte
Type Name

15 
Signature